

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT DAYTON**

TROY WILSON,

Plaintiff,

:

Case No. 3:14-cv-310

- vs -

Magistrate Judge Michael R. Merz

DYNASPLINT SYSTEMS, INC.,

Defendant.

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**PROTECTIVE ORDER**

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Plaintiff Troy Wilson (“Wilson”) and defendant Dynasplint Systems, Inc. (“Dynasplint”), through their attorneys of record, stipulate to the following Protective Order (“Order”).

1. The Order shall cover records and information designated, in good faith, by either party pursuant to Federal Rule 26(c) as confidential or proprietary business, employee, financial, technical or customer information (“protected information”). Nothing in this Order should be construed as limiting the Court’s authority or ability to determine that information is not confidential and should not be filed under seal. See *Procter & Gamble Co. v. Bankers Trust Co.*, 78 F.3d 219 (6th Cir. 1996).

2. The parties will mark protected information “Confidential.” Documents produced in the litigation that are not identified as protected information when they were initially produced may within a reasonable time thereafter be designated as confidential by providing written notice, and

no waiver of privilege will occur as a result of such inadvertent production. Each person who receives such written notice shall endeavor to retrieve any protected information that may have been disseminated, shall affix a “confidential” designation to it and shall thereafter distribute it only as allowed by this Order.

3. Protected information may be disclosed or made available to:

- a. The Court and Court staff;
- b. Mediators or arbitrators appointed by the Court;
- c. Counsel for the parties (including paralegal, clerical and secretarial staff employed by counsel);
- d. Court reporters transcribing a deposition, hearing or other proceeding; and
- e. “Qualified persons,” who are defined as:
  - i. Non-party experts or consultants (together with their clerical staff) retained by counsel to assist in the prosecution, defense or settlement of this action;
  - ii. A witness at any deposition or other proceeding in this action; and
  - iii. Any other person by agreement of the parties.
  - iv. Prior to receiving any such materials, each “qualified person” shall be provided with a copy of this Order and shall execute a non-disclosure agreement in the form of Attachment A.

4. Confidential information may additionally be disclosed to the parties, unless otherwise agreed or ordered.

5. Protected information shall be used by the parties only for purposes legitimately related to this action.

6. Within thirty (30) days of final termination of litigation of this action, including any appeals, protected information produced, including any copies thereof, shall be returned to responding party's counsel or destroyed in accordance with directions given by responding party's counsel.

7. If protected information, including any portion of a deposition transcript designated as such, is included in any papers filed in Court, the paper shall be labeled "Confidential – subject to Court Order" and filed under seal until further order of the Court.

8. This Order shall be without prejudice to the right of the parties to bring before the Court at any time the question of whether any particular document or information is confidential or whether its use should be restricted.

February 22, 2016.

s/ *Michael R. Merz*  
United States Magistrate Judge

**ATTACHMENT A**

**NONDISCLOSURE AGREEMENT**

I, \_\_\_\_\_, do solemnly swear that I am fully familiar with the terms of the stipulated protective order entered in the action entitled *Troy Wilson v. Dynasplint Systems, Inc.* and hereby agree to comply with and be bound by the terms and conditions of said order unless and until modified by further order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this order.

Dated: \_\_\_\_\_, 2016.

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